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By Fax and Fed Ex

March 29, 2013

Richard P. Conaboy William J. Nealon Federal Building & U.S. Courthouse 235 N. Washington Ave. P.O. Box 1148 Soranton, PA 18501

FILED SCRANTON

APR 0 1 2013

Re:

Allan Cheskecwicz v. Heraeus Noblelight, LLC

Case No. 12-cv-00369-RPC

PER DEPUTY CLERK

Dear Judge Conaboy:

I represent the defendant in the above entitled action and am writing this letter on behalf of both the plaintiff and the defendant.

A proposed settlement agreement has been executed by the plaintiff and has been forwarded to my client for execution, subject to the unequivocal statutory right of the plaintiff to withdraw his agreement to its terms within a stated period of time. We anticipate that the process will go forward and the parties will both perform their obligations set forth in the settlement.

Pending such execution and the filing of the anticipated documentation withdrawing both the plaintiff's claims and the defendant's counterclaims, we are requesting that the court defer all dates on the present scheduling order for forty five (45) days.

Respectfully submitted,

/Jerry S. Goldman

JSG;eh

cc: Kimberly Borland, Esq.

New York, NY ■ Newark, NJ ■ Philadelphia, PA ■ Ventura, CA ■ Washington, DC ■ Stamford, CT philades-67078.1